

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Richmond Division

IN RE:)	
)	
LINTA ARELI RODRIGUEZ)	Case No. 20-33933-KLP
)	Chapter 13
Debtor)	

MOTION TO APPROVE LOAN MODIFICATION

COMES NOW, the Debtor, by counsel, and as and for Debtor's Motion to Approve Loan Modification, states as follows:

1. The Debtor filed this case under Chapter 13 of the U.S. Bankruptcy Code on September 24, 2020.
2. PennyMac Loan Services, LLC is a secured creditor of the Debtor which holds a promissory note from the Debtor ("Note") secured by a first deed of trust on the Debtor's real property known as 607 Lamplighter Drive Fredericksburg, VA 22407.
3. The Debtor has applied for and PennyMac Loan Services, LLC has approved a modification of the Note reducing the Debtor's monthly payment of principal, interest and escrow on the Note from \$1,950.00 to \$1,764.80, lowering the interest rate from 4.000% to 3.250%, increasing the unpaid principal balance from \$259,358.88 to \$280,356.13, extending the maturity date from May 1, 2046 to July 1, 2051, and incorporating prepetition arrearages of \$13,745.61 into the new loan balance. A Summary of Proposed Loan Modification is attached

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

hereto and a copy of the Loan Modification Agreement is attached hereto as Exhibit A and is incorporated herein by this reference.

4. The forgoing modification is in the best interest of the Debtor and will facilitate the Debtor's ability to perform under the Chapter 13 Plan filed herein.

WHEREFORE, the Debtor requests that the Court enter an Order approving the modification of the terms of the Note as stated herein and for such other relief as the Court may deem appropriate.

LINTA ARELI RODRIGUEZ

By: /s/ James E. Kane
Counsel

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record who have signed up to receive such notification and by first class mail to all parties on the attached list.

/s/ James E. Kane
James E. Kane

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NOTICE OF MOTION AND HEARING

The above Debtor has filed Motion to Approve Loan Modification in the above matter.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then, within twenty-one (21) days from the date of this Notice you or your attorney must:

- File with the court, at the address shown below, a written request for a hearing [or written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for a hearing (or response) to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above, to:

Clerk of Court
United States Bankruptcy Court
701 East Broad Street
Richmond, VA 23219

You must also mail a copy to:

James E. Kane, Esquire
Kane & Papa, P.C.
1313 East Cary Street
Richmond, Virginia 23219

- Attend a hearing scheduled for **September 8, 2021 at 10:00 a.m. at United States Bankruptcy Court, 701 East Broad Street, Room 5100, Richmond, VA 23219.** If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.

- **REMOTE HEARING INFORMATION:**

Due to the COVID-19 public health emergency, no in-person hearings are being held.

This hearing will take place remotely through Zoom on the date and time scheduled herein.

To appear at the hearing, you must send, by email, a completed request form (the "Zoom Request Form"), which is available on the Court's internet website at www.vaeb.courts.gov, on the page titled, "Temporary Emergency Provisions Regarding ZoomGov Remote Proceeding Access Information." Email your completed Zoom Request Form to the email address listed for the Judge assigned to the case. Following receipt of your Zoom Request Form, Court staff will respond to the email address from which the request was submitted with additional information on how to participate through Zoom.

***The email address shall be used only to submit Zoom Request Forms. No other matters or requests will be considered by Court staff, and under no circumstances will any such matters or requests be brought to the Judge's attention. Failure to comply with these instructions may result in appropriate action, including but not limited to the imposition of sanctions.

***** PLEASE NOTE: You MUST submit the Zoom Request Form no later than two (2) business days prior to this hearing. Any documentary evidence the parties wish to present at the hearing must be filed with the Court in advance of the hearing.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: August 3, 2021

LINTA ARELI RODRIGUEZ

By: /s/ James E. Kane
Counsel

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

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/s/ James E. Kane

James E. Kane

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IN RE:)	
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Summary of Proposed Loan Modification

	<u>Original Loan</u>	<u>Modified Loan</u>
Principal Amount	\$279,837.00	\$280,356.13
Interest Rate	4.000	3.250
Term or Maturity Date	May 1, 2046	July 1, 2051
Monthly Payment	\$1,950.00	\$1,764.80

☐ 2. The Modified loan includes future payment changes or balloon payments. The terms of any such payment changes or balloon payments are: _____

☐ 3. The modification results in a higher monthly payment. The source of the funds used to make that payment are: _____

☒ 4. The modification results in a lower monthly payment. Choose one of the following:

☐ a. The amount of future plan payments will be increased.

☒ b. The amount of future plan payments will not be increased.

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

LOAN NO.: 8-5864570

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

Prepared by:
PennyMac Loan Services, LLC
Jay Botello
6101 Condor Drive, Suite 200
Moorpark, CA 93021

Original Principal Amount \$279,837.00
Unpaid Principal Amount \$259,358.88
New Principal Amount \$280,356.13
Taxable Cap Amount \$519.13

Exemption Code: 58.1-803(D)

Borrower(s):
LITNAA A. RODRIGUEZ

Lender:
PennyMac Loan Services, LLC

Property Address:
607 LAMPLIGHTER DRIVE, FREDERICKSBURG, VA 22407

Parcel Identification No.: 21E4-158-

Original Mortgage Reference
Dated Date: March 7, 2016
Recorded Date: March 9, 2016
Instrument No: 160003485
Book/Page: /



Parcel Identification No.: 21E4-158-
After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

Prepared by:
PennyMac Loan Services, LLC
Jay Botello
6101 Condor Drive, Suite 200
Moorpark, CA 93021

_____[Space Above This Line For Recording Data]_____

Original Principal Amount \$279,837.00
Unpaid Principal Amount \$259,358.88
New Principal Amount \$280,356.13
Taxable Cap Amount \$519.13

Loan No: 8-5864570

Investor Case No. 544-1297205

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Exemption Code: 58.1-803(D)

This Loan Modification Agreement ("Agreement"), made this 20th day of July, 2021, between LITNA A. RODRIGUEZ ("Borrower"), Tracy Horstkamp, as Trustee whose address is 1184 Hawling Place SW, Leesburg, VA 20175 and PennyMac Loan Services, LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 7, 2016 and in the amount of \$279,837.00 and recorded on March 9, 2016 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 160003485), of the Official Records of SPOTSYLVANIA, VIRGINIA and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

607 LAMPLIGHTER DRIVE, FREDERICKSBURG, VA 22407

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of August 1, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$280,356.13, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.250%**, from **July 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,220.13**, beginning on the **1st** day of **August, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.250%** will remain in effect until principal and interest are paid in full. If on **July 1, 2051** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any



property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees that they will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

- g) That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
6. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing the Loan Modification Agreement, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.



7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

Borrower LITNA A. RODRIGUEZ

Date 08.02.21

ACKNOWLEDGMENT

State of Virginia §
County of Richmond §
§

The foregoing instrument was acknowledged before me on August 2, 2021 by
LITNA A. RODRIGUEZ.

Alfred A. Wilson
Signature of Person Taking Acknowledgment

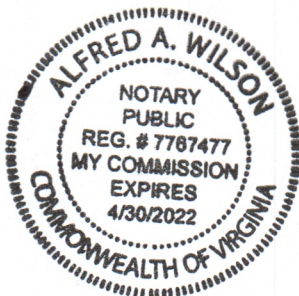
Alfred A. Wilson
Printed Name

Paralegal / Notary
Title or Rank

Serial Number, if any: 7767477

My Commission Expires: 4/30/2022

(Seal)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
PennyMac Loan Services, LLC

____ (Seal)
-Lender

By: _____

Date of Lender's Signature



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____ §
County of _____ §

On _____ before me, _____, Notary Public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity on behalf of the corporation, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Printed Name

(Seal)

My Commission Expires: _____



EXHIBIT A

BORROWER(S): LITNA A. RODRIGUEZ

LOAN NUMBER: 8-5864570

LEGAL DESCRIPTION:

STATE OF VIRGINIA, COUNTY OF SPOTSYLVANIA, AND DESCRIBED AS FOLLOWS:

LOT 158, SECTION 4, STONEWALL ESTATES SUBDIVISION, AS SHOWN ON PLAT OF REID, BAGBY ENGINEERING CO., INC DATED JUNE 16, 1988 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, IN PLAT FILE L, AT PAGE 590.

Parcel Identification No.: 21E4-158-

ALSO KNOWN AS: 607 LAMPLIGHTER DRIVE, FREDERICKSBURG, VA 22407



Notice Date: July 20, 2021



P.O. Box 514387
Los Angeles, CA 90051-4387

Loan Number: 8-5864570

LOAN MODIFICATION ITEMIZATION

Current Unpaid Principal Balance		\$259,358.88
Total Principal Reduction	-	\$0.00
Principal Deferred		\$0.00 ¹
Total Amount Capitalized ²	+	\$20,997.25
Delinquent Interest For Unpaid Mortgage Payments		\$13,640.94
Delinquent Escrow/Advances/Shortages		\$8,866.31
Foreclosure Attorney Fees & Costs		\$0.00
Bankruptcy Attorney Fees & Costs		\$0.00
Property Inspection Fees		\$
HOA Fees		\$
Short Payment Advance Fees		\$
Other		\$
Total Amount of Credits	-	\$1,510.00
Modified Unpaid Principal Balance		\$280,356.13

Disclosures:

¹ Principal Deferred: This means a portion of your principal balance that will no longer be due and owing until your loan matures or is refinanced or paid off. This amount will not accrue interest.

² Total Amount Capitalized: This means amounts that were due and owing at the time of your loan modification that are being added to your unpaid principal balance as part of your modification to bring your loan to current status.



Capital One
Attn: Bankruptcy
Po Box 30285
Salt Lake City, UT 84130

Castle Credit Co Holdi
8430 W Bryn Mawr Ave
Chicago, IL 60631

Coast to Coast Financial Solutions
Attn: Bankruptcy
101 Hodencamp Rd Ste 120
Thousand Oaks, CA 91360

Merrick Bank/CardWorks
Attn: Bankruptcy
Po Box 9201
Old Bethpage, NY 11804

Midnight Velvet
Attn: Bankruptcy
1112 7th Avenue
Monroe, WI 53566

Navy Federal Cu
Attn: Bankruptcy
Po Box 3000
Merrifield, VA 22119

PennyMac Loan Services, LLC
Attn: Correspondence Unit
Po Box 514387
Los Angeles, CA 90051

Portfolio Recovery
Attn: Bankruptcy
120 Corporate Blvd
Norfolk, VA 23502

Resurgent Capital Services
Attn: Bankruptcy
Pob 10497
Greenville, SC 29603

Verizon
Verizon Wireless Bk Admin
500 Technology Dr Ste 550
Weldon Springs, MO 63304

Verizon Wireless
Attn: Verizon Bankruptcy
500 Technology Dr, Ste 500
Weldon Springs, MO 63304

Westlake Financial Services
Attn: Bankruptcy
Po Box 76809
Los Angeles, CA 90054